### BIDDING DOCUMENTS FOR INSTALLATION OF POTABLE & NON-POTABLE WATER SERVICES AND MAINS: 2009-2010 (REBID)

**BID OPENING** 

3:00 P. M.

**THURSDAY** 

JANUARY 14, 2010

NAME OF BIDDER:

Fermin Sierra Construction, Inc.

P.O. Box 1145

Union City, CA 94587

### PROPOSAL TO CITY OF SAN JOSE FOR

### INSTALLATION OF POTABLE & NON-POTABLE WATER SERVICES AND MAINS: 2009-2010 (REBID)

Name of Bidder: Fermin Sierra Const. Inc.

The representations herein are made under penalty of perjury.

To: The Honorable Council of the City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Specifications approved by the Director of Environmental Services Department on Dec. 18, 2009 entitled INSTALLATION OF POTABLE & NON-POTABLE WATER SERVICES AND MAINS: 2009-2010 (REBID) on file in the office of the Director of Environmental Services Department and the City Clerk of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Environmental Services Department and the City Clerk, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Environmental Services Department and the City Clerk, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or the Director of Environmental Services Department as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract.

If the bidder or other interested persons is a <u>corporation</u>, <u>state legal name of corporation</u>, also names of the <u>President</u>, <u>Secretary</u>, <u>Treasurer</u>, and the <u>Manager thereof</u>; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an <u>individual</u>, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with

the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitter with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City Clerk of the City of San Jose may, at its option, determine that the bidder has abandoned his contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

- 1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of total of the bid including all alternatives.
- 2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
- 3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may, at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

### NONCOLLUSION AFFIDAVIT

Project Title: Installation of Potable & Non-Potable	: Water Services and Mains: 2009-2010 (Rebid),
Fancier	V. Sierra (print name)
hair a first duly syron denoces and says that he/she	e is the party making the foregoing bid that the bid is not
made in the interest of, or on behalf of, any undiscl	osed person partnership company association.
arganization or corneration; that the hid is genuine	and non collusive or sham; that the bidder has not directly
or indirectly induced or solicited any other bidder to	o nut in a false or sham hid, and has not directly or
or manethy salty-dad congrired cornived or agreed	with any bidder or anyone else to put in a sham bid, or that
	as not in any manner, directly or indirectly, sought by
	one to fix the bid price of the bidder or any other bidder, or
	id price, or of that of any other bidder, or to secure any
	ntract of anyone interested in the proposed contract; that all
	r, that the bidder has not, directly or indirectly, submitted hi
	ontents thereof, or divulged information or data relative
	rporation, partnership, company, association, organization,
bid depository, or to any member of agent thereof t	
	Code, Section 112, the bidder hereby states, under penalty
	lirectly, entered into any agreement, participated in any
	of free competitive bidding in connection with this
	certification may subject certifier to criminal prosecution.
	of perjury that the information contained in this
proposal and all accompanying documents are t	
Executed on	•
4 / ++	1118000000
Termin Sierra Const Inc.	City Business Lic. No. 4620 851210
Legal Company Name	Expiration Date: 6-/5-/0 State Contractor Lic. No. 7675//
•	State Contractor Lic. No. 76 / 3//
Corporation	Classification:
Indicate Type of Entity: Sole Proprietorship,	Expiration Date: 8-3/-//
Partnership (General/Limited Partners),	Federal I.D. No. 94-331/563
Corporation, Joint Venture, etc.	Address: 32203 - Almadey Block
Corporation, John Vontare, etc.	VMON City 62, 94587
By In !!	Telephone: (5/0) 784-6376
Title: Francisco V. STORES VILLE	(1)
************	<i>_</i> ************************************
NOTARY	0 4
On Jan 14, 2010 before me, GUADALY	me and title of officer) The last control personally appeared
(nar	ne and title of officer)
MAN Coscal Villes Personally known to me (c	r proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/ane subscribed to the	
	orized capacity(ies), and that by his/her/their signature(s) on
	alf of which the person acted, executed the instrument.
WITNESS my hand and official seal subsc	ribed and sworn to before me.
Simulation of Many	(Gaal)
Signature Notary Public	(Seal) GUADALUPE M.C. SIERRA
Notary Public	COMM. # 1772470
	NOTARY PUBLIC - CALIFORNIA
	ALAMEDA COUNTY
	My Comm. Expires Oct. 8, 2011

### BIDDER'S BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, FERMIN SIERRA CONSTRUCTION, INC. as PRINCIPAL, and INTE	RNATION
FIDELITY INSURANCE COMPANY, a corporation duly organized under the laws of the State of NEW	
and duly licensed to become sole surety on bonds required or authorized by the State	
of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"),	
in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above	
named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of	
which sum in lawful money of the United States, will and truly to be made, we bind ourselves, our heirs,	
executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of TEN PERCENT OF AMOUNT BID	,
DOLLARS) (\$).	

### THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City Hall, San Jose, California on Thursday, January 14, 2010, for INSTALLATION OF POTABLE & NON-POTABLE WATER SERVICES AND MAINS: 2009-2010 (REBID)

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Count.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 12TH day of JANUARY 20 10.

(Type Company Name) (Type Company Name)

FERMIN SIERRA CONSTRUCTION, INC. INTERNATIONAL FIDELITY INSURANCE COMPANY

Title GAM.

By GREG MyCARTNEY,
Title ATTORNEY-IN-FACT

By Title

Title

Title

PRINCIPAL

SURETY

### POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

### FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

GREG MCCARTNEY, FRANCES R. BRUNO, STEVE SUISSA

Belmont, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE (COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting thuly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any band or undertaking to which it is attached.

SEAL THOSE SEAL TO SEA

IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer; this 31st day of August, A.D. 1998.

STATE OF NEW JERSEY County of Essex INTERNATIONAL FIDELITY INSURANCE COMPANY

Vice Breident

On this 31st day of August 1998, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly swurn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY My Commission Expires Nov. 21, 2005

CERTIFICATION

I. the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this

12TH day of JANUARY

ria H. Graned

Assistant Secretary

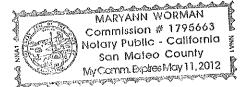
State of California

County of San Mateo

On JAN 12, 2010 before me, MaryAnn Worman, Notary Public personally appeared Greg McCartney (x) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



MaryAnn Worman, Notary Public

### **Optional Information**

Though law does not require the information below, it may prove valuable to person(s) relying on the document and could prevent fraudulent reattachment of this form.

The signer claims to be the attorney-in-fact of the company executing the attached document.

Any inquiries regarding the preparation of this document should be directed to:

James E. McGovern, Inc. 1625 El Camino Real Belmont, CA 94002 (650) 593-8216

### STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME	AGENCY/ENTITY	CONTRACT AMOUNT
Torest View Water Main	Town of Hillsborogh	David Bishop (650)375-7588
		Alan P. Brown
Colusa Av. Water	City of Sunnyurle	(408) 730-2774
		Vince Ayou
3 rd St Water & Saver	at of Woodland	(530) 661-5962
	,	Saber Sarwary
Various Water Marys & Services	City of Redwood City	(650)780-7370
Services		
	•	

I-1/2X)
Furnish foreperson – Overtime (2X)
Furnish equipment operator, all classifications - Straight Time (Backhoe, Loader, Excavator)
lassifications - Overtime (1-1/2X)
lassifications - Overtime (2X)
Furnish teamster, all classifications -Straight Time
Furnish teamster, all classifications -Overtime (1-1/2X)
Furnish teamster, all classifications -Overtime (2X)
Furnish laborer, all classifications - Straight Time
Furnish laborer, all classifications - Overtime (1-1/2X)
Furnish laborer, all classifications - Overtime (2X)
ight Time

TOTAL	750%	1,000 00	156000	£89h	315 00	in 0081	200 an	pr 18/1		7,440 00	200561	2000 %	23,400 00	18,000 00	32,000 %
QTY UNIT PRICE	75-	-901	787	74//	-951	-09	- 06	120-		-21	-51	30 <	-81	120-	70%
ATV	10	10	20	4	2	30	8	4		620	1300	300	300	150	800
LINI	뚶	H	HR	开	H	Ŧ	HR	H		HR	HR	HR	품	ឣ	壬
SPEC. DESCRIPTION SEC.	Furnish concrete finishers - Overtime (1-1/2X)	Furnish concrete finishers - Overtime (2X)	Furnish plumber, all classifications - Straight Time	Furnish plumber, all classifications - Overtime (1-1/2X)	Furnish plumber, all classifications - Overtime (2X)	Certified welder with welding machine, truck, and tools – Straight Time	Certified welder w/welding machine, truck, and tools – Over time(1-1/2X)	Certified welder w/welding machine, truck, and tools – Over time (2X)	NOT IN USE	Pickup Truck, 3/4 - 1 ton	Job Truck with tools, 1-2 ton	Dump Truck, 5 cu. yard, Bobtail Dump Truck	Dump Truck, 10 cu. yard, 10 Wheel Dump Truck	Equipment Transport, including any required pilots (5 axle)	Backhoe, Rubber Tire, 14'-18' Boom, Extend a Hoe, Case 580K or equal
SPEC SEC.	6	တ	6	6	6	5,9	5, 9	5, 9		5	2	5	2	2	<u>.</u>
ITEM	10a	10b	1	12a	12b	13	14a	14b	15	16	17	18	19	20	21

TOTAL		2,650 m	7,800 00	2,100 00	2005	or Och	2,000%	2000 %	800 %	20 0001	3,000 02	2009		on Oh C	20001	3,000 00	1,500 00
TOIGG TIMIT VTO		365-	390-	150	15	-04	- 001	201	101	-05	50-	5		20-	50-	-056	10-
) VIO	3	10	20	41	100	9	20	100	09	20	9	9		15	70	12	150
FINE		出	HR	HR	HR	HR	H	¥ .	H	Ħ	H	Ή		품 .	뚶	품	λO
	C. DESCRIPTION	Excavator, Track Mounted, 22'-32' Boom , Caterpillar 315B or equal	Hydraulic Crane, Truck Mounted, 30'-65' Boom, 5-8 ton capacity	Loader, Rubber Tire, 1-2 cu. yard bucket, John Deere 344 H or equal	Tamper or vibratory plate	Road Oller, 200 ga. capacity mín	Roller, 3-5 ton capacity, Bornag Model BW135AD or equal	Compressor on trailer w/tools, 85-125 CFM	Water Pump (Gas/Electric) 3"	Test Pump, 300 psi min	Concrete Saw, 45-60 hp with applicable blades	Concrete Vibrator	NOT IN USE		Tapping Machine, ¾" – 2" diameter taps	Tapping Machine, 4" – 12" diameter taps	Hydraulic Trench Jack
Popr	SEC.	2	2	2	<b>S</b>	2	ις ·	3	5	3	ro .	5		ည	2	2	ťΩ
T		22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37

RICE TOTAL		- 3,900 m					£003 -	£ 000'1						,	~ )	
OTY   UNIT PRICE		-0Z. c	-01 c	-08	01	5	5	2	- 0/7 0	30-	- 56	-02 0	-52	-02	125-	-511
<u> </u>		160	200	8	8	8	100	200	150	330	200	420	40	20	40	20
LIND		à	H	HR	Δ	λO	Δ	λa	Z L	Z L	E	Z .	N L	Z.	გ	ζ
ITEM   SPEC.   DESCRIPTION	SEC	5 Steel Crossing Plate, 4' min. x 10' x 1" with non-skid surface	5 Flasherboard with Generator/Solar	5 Trailer Mounted Light Set w/Light Tower	5 Barricade with lights	5 Barricade without lights	5 Flagstand	5 Traffic Cone	5 Bedding Material, 0-15 tons	5 Bedding Material, over 15 tons	5 Backfill, Aggregate Base, Class III, 0-15 tons	5 Backfill, Aggregate Base, Class III, over 15 tons	5 Backfill, Pervious, 0-15 tons	5 Backfill, Pervious, over 15 tons	5 Concrete, Class A, 0-8 cu. Yards	5 Concrete, Class A, Over 8 cu. Yards
TEM	İ	88	6 <u>6</u>	40	4	45	43	4	42	46	47	48	49	20	51	52

≥	SPEC.	ITEM SPEC. DESCRIPTION		LINNI	QTY	UNIT   QTY   UNIT PRICE	TOTAL
	SEC.						
53	· 2	Asphalt, concrete, 0-15 tons		Z —	180	-98	in 00h /n/
54	5	Asphalt, concrete, over 15 tons		N N	09	75-	\$ 005 h
55	5	Cutback (cold mix) asphalt mixture, 0-15 tons		N N	80	- 06	7,500 %
56	2	Cutback (cold mix) asphalt mixture, over 15 tons		NT	40	-58	3,400 00
		% O H & Profit – Bid	ις)	Overhead & Profit %	Profit %	O + 000'08\$	\$80,000 + Overhead & Profit %
		\$80,000 + (80,000 × 15% / 100) = \$92,000.00	\$80,000	15%		<b>↔</b>	\$92,000
22	<b>o</b>	Installation Materials & Equipment: miscellaneous materials and equipment, including (but not limited to) pipes, fittings, valves, vaults, meter box, gauges and appurtenances	\$80,000	10:	10.5%	· · ·	E 01/1 88
		1					

GRAND TOTAL

### LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

CONTRACT DOLLAR VALUE		÷						
TYPE OF WORK								
LOCATION OF PLACE OF BUSINESS								-
						-		
NAME OF SUBCONTIRACTIOR	Il in to		\\ \tag{1}					